

ASSIGNMENT OF MEMBERSHIP INTEREST

KNOW ALL PERSONS BY THESE PRESENTS:

THAT this Assignment is executed effective the 30th day of December, 2009, by and between Jane M. Moran, , having a notice address of 521 W. Wilshire, Suite 200, Oklahoma City, Oklahoma 73116 ("Assignor"), and Avon Capital, LLC, a Wyoming limited liability company, with a notice address of 2187 Atlantic Street, Stamford, CT 06902, ("Assignee"), with respect to the following:

W I T N E S S E T H:

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby BARGAIN, SELL, ASSIGN, TRANSFER AND DELIVER unto Assignee one hundred percent (100%) of Assignor's existing right, title and interest in and to Assignor's Membership Interest in SDM Holdings, LLC, an Oklahoma limited liability company (the "Company"), such Membership Interest being ten percent (10%), together with all and singular the rights, titles, interests, privileges, and benefits thereunder and thereto in any manner belonging, including, without limitation, payments, proceeds, compensation, property and any and all monies to become due and payable on or after the date first written above, to Assignor in connection with or pursuant to the above Membership Interest, unto Assignee.

All payments, proceeds, compensations, property, assets, interests and/or rights assigned by Assignor to Assignee hereunder, and which may hereafter come into the possession or be under the control of the Assignor, shall forthwith be delivered by the Assignor to Assignee in precisely the form received, except for endorsement, transfer or assignment by Assignor, where necessary, in the name and in favor of Assignee or its nominee or designee. Until so transferred, assigned and/or turned over to Assignee, the same shall be deemed to be and shall be held in trust by Assignor, as trustee of an express trust for the exclusive benefit of Assignee, and shall not be commingled with any other funds or property of Assignor.

Assignor hereby represents, warrants and covenants to and with Assignee as follows:

- a. Assignor is the owner of the Membership Interest in Company herein assigned to Assignee, free and clear of any and all liens and encumbrances whatsoever, and said interests constitute not less than ten percent (10%) of the outstanding Membership Interest in Company.
- b. Assignor shall make, execute and deliver to Assignee, or any designee, nominee, representative or agent of Assignee, any and all further instruments, documents or writings deemed necessary or appropriate by Assignee in connection with or in confirmation of this instrument of assignment as Assignee may reasonably request in writing from time to time.

Assignor hereby designates Assignee and authorizes and empowers Assignee to demand from any person, firm or corporation, or otherwise, at such time or times as Assignee shall elect, as the case may be, all or any part of the monies or other property to become due on or after the date first written above, to said Company.

Signature Page to Follow

**EXHIBIT
3-1**

IN WITNESS WHEREOF, the Parties have executed this Agreement on the separate signature pages attached as a part hereof, effective December 30, 2009.

ASSIGNOR:

Jane M. Moran
Jane M. Moran

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

This instrument was acknowledged before me on the 30th day of DEC, 2009, at Moran.

My Commission Expires: 6/10/13

My Commission No.: 05005427

Amy Merrick
Notary Public



ASSIGNEE:

AVON CAPITAL, LLC,
a Wyoming limited liability company

By: _____
Donald Trudeau, Authorized Signatory

STATE OF _____)
) SS:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2010, by Donald Trudeau, Authorized Signatory of Avon Capital, LLC, a Wyoming limited liability company.

My Commission Expires: _____

My Commission No.: _____

Notary Public

ASSIGNMENT OF MEMBERSHIP INTEREST

KNOW ALL PERSONS BY THESE PRESENTS:

THAT this Assignment is executed effective the 30th day of December, 2009, by and between H. Thomas Moran, II, having a notice address of 521 W. Wilshire, Suite 200, Oklahoma City, Oklahoma 73116 ("Assignor"), and Avon Capital, LLC, a Wyoming limited liability company, with a notice address of 2187 Atlantic Street, Stamford, CT 06902, ("Assignee"), with respect to the following:

W I T N E S S E T H:

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby BARGAIN, SELL, ASSIGN, TRANSFER AND DELIVER unto Assignee one hundred percent (100%) of Assignor's existing right, title and interest in and to Assignor's Membership Interest in SDM Holdings, LLC, an Oklahoma limited liability company (the "Company"), such Membership Interest being ninety percent (90%), together with all and singular the rights, titles, interests, privileges, and benefits thereunder and thereto in any manner belonging, including, without limitation, payments, proceeds, compensation, property and any and all monies to become due and payable, on or after the date first written above, to Assignor in connection with or pursuant to the above Membership Interest, unto Assignee.

All payments, proceeds, compensations, property, assets, interests and/or rights assigned by Assignor to Assignee hereunder, and which may hereafter come into the possession or be under the control of the Assignor, shall forthwith be delivered by the Assignor to Assignee in precisely the form received, except for endorsement, transfer or assignment by Assignor, where necessary, in the name and in favor of Assignee or its nominee or designee. Until so transferred, assigned and/or turned over to Assignee, the same shall be deemed to be and shall be held in trust by Assignor, as trustee of an express trust for the exclusive benefit of Assignee, and shall not be commingled with any other funds or property of Assignor.

Assignor hereby represents, warrants and covenants to and with Assignee as follows:

a. Assignor is the owner of the Membership Interest in Company herein assigned to Assignee, free and clear of any and all liens and encumbrances whatsoever, and said interests constitute not less than ninety percent (90%) of the outstanding Membership Interest in Company.


b. Assignor shall make, execute and deliver to Assignee, or any designee, nominee, representative or agent of Assignee, any and all further instruments, documents or writings deemed necessary or appropriate by Assignee in connection with or in confirmation of this instrument of assignment as Assignee may reasonably request in writing from time to time.

Assignor hereby designates Assignee and authorizes and empowers Assignee to demand from any person, firm or corporation, or otherwise, at such time or times as Assignee shall elect, as the case may be, all or any part of the monies or other property to become due on or after the date first written above, to said Company.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the separate signature pages attached as a part hereof, effective December 30, 2009.

Signature Page To Follow

ASSIGNOR:



H. Thomas Moran, II

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

This instrument was acknowledged before me on the 30th day of Dec., 2009, by H. Thomas Moran, II.

My Commission Expires: 6/10/13

My Commission No.: 0505427


Notary Public



ASSIGNEE:
Avon Capital, LLC,
a Wyoming limited liability company

By: _____
Donald Trudeau, Authorized Signatory

STATE OF _____)
) SS:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2010, by Donald Trudeau, as Authorized Signatory of Avon Capital, LLC, a Wyoming limited liability company.

My Commission Expires: _____

My Commission No.: _____

Notary Public